REMARKS

Claims 1-21 are currently pending. Claims 1, 2, 3, 5, 8 and 17 are amended herein. Reconsideration, in light of the above amendments and the following remarks is respectfully requested.

The Advisory Action dated June 4, 2003 noted: "applicant argues that the filler passage is structurally different than the drain passage, but recites only the intended use of the drain passage, omitting any limitations that affect the structure of the passage itself." See Advisory Action, continuation sheet, penultimate sentence. This RCE has been filed to define the structure of the filler passage and the drain passage to further distinguish over the prior art of record.

Claim 1 has been amended to recite "the filler passage having a generally annular neck with an outer insertion flare, adapted to receive a first tube for inserting said liquids into said pouch, the filler passage being capable of being sealed by a weld extending across the first interruption to seal the pouch after insertion through said first tube of said liquids into the pouch." Support for this amendment is found throughout the Specification and Drawings, as filed, for example, in the Specification at page 5, lines 11-25 in Figures 1-4, as filed. Claim 1 has been further amended to recite "the drain passage having a generally annular neck with an outer insertion flare, adapted to receive a tube for removing liquids from the pouch, said drain passage being closed by a seal that extends across the second interruption and joins the two thermoplastic material films." Support for this amendment is found throughout the Specification and Drawings, as filed, for example, in the Specification at page 5, lines 34-35 and in Figures 1-4, as filed.

Claim 2 has been amended to recite that "the seal that extends across the second interruption and joins the two thermoplastics material films comprises a peelable area in at least one of the two thermoplastics material films in the region through which the drain passage extends." Support for this amendment is found throughout the Specification and Drawings, as filed, for example, in Claim 2 as filed and in Figures 1-4, as filed.

Claim 3 has been amended to recite "a sealing and peelable material disposed between, and joining the two thermoplastics material films." Support for this amendment is found throughout the Specification and Drawings, as filed, for example, in the Specification at page 6, lines 11-19, in Claim 8 as filed and in Figures 2-3, as filed.

Claim 5 has been amended to recite "the seal that extends across the second interruption is defined by a weld joining the two thermoplastics material films." Support for this amendment is found throughout the Specification and Drawings, as filed, for example, in the Specification at page 5, lines 8-10, page 6, lines 11-25 and in Figure 4, as filed.

Claim 8 has been amended to recite, "the seal for the drain passage comprises a sealing area within a peelable area, the peelable area disposed in at least one of the two thermoplastics material films in the region through which the drain passage extends, the seal being substantially transverse to the axis of the drain passage." Support for this amendment is found throughout the Specification and Drawings, as filed, for example, Claim 8, as filed and in Figures 2-3, as filed.

Claim 17 has been amended to recite "the filler passage is sealed by a weld extending across the first interruption." Support for this amendment is found throughout the Specification and Drawings, as filed, for example, in the Specification at page 5, line 35-page 6, line 10, and in Figures 1-4, as filed.

Applicants' invention as claimed in Claims 1-21 is directed to a pouch for packaging liquids for artificially inseminating animals, comprising two thermoplastics material films welded together by a weld delimiting a pouch along a closed path of generally rectangular shape defining two shorter sides and two longer sides when the pouch is empty, the weld providing a first one of the shorter sides comprising a first interruption, the first interruption defining a filler passage between said thermoplastics material films, the filler passage having a generally annular neck with an outer insertion flare, adapted to receive a first tube for inserting said liquids into said pouch, the filler passage being capable of being sealed by a weld extending across the first interruption to seal the pouch after insertion through said first tube of said liquids into the pouch, the second one of the shorter sides comprising a second interruption, the second interruption defining a drain passage between said thermoplastic material films, the drain passage having a generally annular neck with an outer insertion flare, adapted to receive a tube for removing liquids from the pouch, said drain passage being closed by a seal that extends across the second interruption and joins the two thermoplastic material films.

In the Office Action dated February 20, 2003, Claims 1, 5 and 17-19 were rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 6,079,184 to Cassou ("Cassou") in view of U.S. Patent No. 5,391,163 to Christine ("Christine"); Claims 2-4, 8-10 and 14-16 were rejected under 35 U.S.C. §103(a) over Cassou in view of Christine, further in view of U.S. Patent No. 2,648,463 to Scherer ("Scherer"); and Claims 11-15 and 20-21 were rejected under 35 U.S.C. §103(a) as being unpatentable over Cassou in view of Christine, further in view of U.S. Patent No. 4,804,363 to Valeri ("Valeri").

None of the above-cited references teaches or suggests a second interruption defining a drain passage between said thermoplastic material films, the drain passage having a

generally annular neck with an outer insertion flare, adapted to receive a tube for removing liquids from the pouch, said drain passage being closed by a seal that extends across the second interruption and joins the two thermoplastic material films, as recited in applicants' Claim 1.

The Office Action dated February 20, 2003 acknowledges that Cassou "fails to disclose a second interruption on the opposite end of the first interruption in the weld." More specifically, Cassou admittedly does not teach or suggest a second interruption defining a drain passage between said thermoplastic material films, the drain passage having a generally annular neck with an outer insertion flare, adapted to receive a tube removing liquids from the pouch, said drain passage being closed by a seal that extends across the second interruption and joins the two thermoplastic material films, as claimed in applicants' Claim 1. Thus, Cassou is clearly deficient alone. The February 20, 2003 Office Action relies on Christine to address this acknowledged deficiency of Cassou in all of the grounds of rejection.

Christine is directed to a pouch including a reservoir (12) defined by two opposite heat seals (18 and 20) with a narrowing section formed at the bottom of the reservoir by angled seals (22 and 24) between which is provided a narrow channel 36, forming a drainage passage, while the top of the pouch is provided with two fused portions (26 and 28) defining openings (30, 32) which allow hanging of the pouch. The top seam (34) of the pouch is provided without a seal to allow the pouch to be filled and used with "any fluid" (Christine, column 3, lines 25-28). In Christine, the entire top seam, with the exception of the fused portions (26, 28) remains unsealed until filling.

In contrast, applicants' Claim 1 recites, "[a] pouch ... comprising two thermoplastics material films welded together ... the weld providing a first one of the shorter sides comprising a first interruption, the first interruption defining a filler passage between said

thermoplastics material films, the filler passage having a generally annular neck with an outer insertion flare, adapted to receive a first tube for inserting said liquids into said pouch, the filler passage being capable of being sealed by a weld extending across the first interruption to seal the pouch after insertion through said first tube of said liquids into the pouch...." The unsealed top seam of Christine does not teach or suggest the recited "filler passage," which is formed as a result of a first interruption in a weld between two thermoplastic material films.

Moreover, Christine does not teach or suggest a drain passage between said thermoplastic material films, the drain passage having a generally annular neck with an outer insertion flare, adapted to receive a tube for removing liquids from the pouch, said drain passage being closed by a seal that extends across the second interruption and joins the two thermoplastic material films, as claimed in amended Claim 1. Instead, Christine describes a sterile chamber defined by heat seals (22, 24) and peelable heat seals (38, 44).

The sterile chamber defined by seals 22, 24, 38 and 44 is not a drain passage, as claimed by applicants. Unlike the drain passage as claimed, which allows liquid to pass through. The sterile chamber does not allow liquid to flow through unless it is separately opened by another means. But for the seal extending across the second interruption, fluid can easily pass through, whereas in Christine, even when a seal 44 is opened, fluid cannot flow through because it is blocked by seal 38 of poppet 76.

When the pouch of Christine is used, either 1) the coupler is inserted through seal 38, thereby allowing fluid to flow *through the coupler* and into a fluid administration set (Christine, Figs 1-7) or 2) a poppet valve (76) is actuated thereby allowing fluid to flow *through the coupler* and into a fluid administration set (Christine, Figs. 8-12). In neither case is the chamber defined by seals 22, 24, 38 and 44 acting as a drain passage, as claimed. Rather, the

purpose of the chamber of Cassou is to keep the coupler sterile until use and not to allow fluid to pass through.

Moreover, in the second embodiment, the poppet valve functions similarly to the peelable seal 38, in that it prevents fluid flow. The peelable seal 44 is only provided to maintain a sterile environment for the coupler. The poppet valve prevents fluid flow. This is not the drain passage that is defined by applicants' claims. The sterile chamber that is shown by Christine is a closed passageway. In either of the above-mentioned embodiments of Christine, if one peelable seal (38 or 44) is opened, the other still remains sealed. As such, Christine does not teach or suggest a drain passage between said thermoplastic material films, the drain passage having a generally annular neck with an outer insertion flare, adapted to receive a tube removing liquids from the pouch, said drain passage being closed by a seal that extends across the second interruption and joins the two thermoplastic material films.

Regarding motivation to combine the teachings of Christine with those of Cassou, the Office Action argues, "... it would have been obvious to one of ordinary skill in the art to add another opening to the pouch disclosed by Cassou, since it has been held that mere duplication of the essential working parts of a device involves only routine skill in the art. Furthermore, it would have been obvious to add a second opening to the Cassou pouch in order to allow for separate ingress and egress passages, as taught by Christine." See Final Office Action at page 3, lines 2-7.

Applicants respectfully submit that Cassou does not teach or suggest a need to include an additional opening, separate inlet passage, or a need to have an alternate means for filling the container described therein. Cassou describes the objects of his invention as providing "a ready to use dose of animal semen that avoids the use of a tool *for opening it*" and

"improvements to a machine for making ready to use doses of semen...." See Cassou, column 2, lines 10-17. Thus, the object of Cassou is more related to *emptying* a container rather than filling a container.

Also, the filler passage recited in Claim 1 is not "merely a duplication of the essential working parts" as argued by the Final Office Action at page 3. Rather, the recited "filler passage" which is defined by a first interruption, involves a different structure and function from the recited "drain passage" between said thermoplastic material films, the drain passage having a generally annular neck with an outer insertion flare, adapted to receive a tube for removing liquids from the pouch, said drain passage being closed by a seal that extends across the second interruption and joins the two thermoplastic material films. The filler passage is used for filling the pouch, while the drain passage is used for draining the pouch. For the above reasons, the structure and the function of the recited "filler passage" and "drain passage" are not duplicative.

Even if the teachings of Cassou and Christine were properly combinable (which they are not), they still would not teach or suggest a second interruption that defines a drain passage between said thermoplastic material films, the drain passage having a generally annular neck with an outer insertion flare, adapted to receive a tube removing liquids from the pouch, said drain passage being closed by a seal that extends across the second interruption and joins the two thermoplastic material films.

If Cassou were combined with Christine, as argued by the Final Office Action, the packet of Cassou with the bottom portion of Christine would result. As discussed above, the bottom portion of Christine does not teach or suggest applicants' claimed drain passage. The resultant bottom portion would include a closed sterile region and not, for the reasons set forth

above, a drain passage between said thermoplastic material films, the drain passage having a generally annular neck with an outer insertion flare, adapted to receive a tube removing liquids from the pouch, said drain passage being closed by a seal that extends across the second interruption and joins the two thermoplastic material films. In the closed sterile region, the fluid would drain through a coupler and ***not*** a drain passage defined by a second interruption, as claimed by applicants. Therefore, a pouch combining the teachings of Cassou and Christine would have a bottom portion which would not include a second interruption that defines a drain passage between said thermoplastic material films, the drain passage having a generally annular neck with an outer insertion flare, adapted to receive a tube for removing liquids from the pouch, said drain passage being closed by a seal that extends across the second interruption and joins the two thermoplastic material films.

Finally, Christine teaches away from the formation of a filler passage and drain passage that are each formed due to an "interruption" in the weld of the pouch, as recited in Claim 1. Cassou does not teach or suggest a separate filler passage, and Christine does not teach or suggest a filler passage formed by an "interruption" in the weld. Rather, the entire upper seam (34) does not exist prior to filling.

For all of the above reasons, applicants respectfully submit that Claim 1 defines patentable subject matter over Cassou and Christine, considered alone or in combination.

Neither Scherer nor Valeri remedy the deficiencies of Cassou and Christine. Scherer is directed to a plastic container with a rupturable sealed end, and Valeri is directed to an apparatus for storing and processing blood. Scherer has been relied upon by the Final Office Action as allegedly teaching a "peelable" seal. See Final Office Action at page 4. Valeri has been relied upon by the Final Office Action as allegedly teaching "a marking area." See Final

Office Action at page 5. Neither Scherer nor Valeri remedies the deficiencies of Cassou and Christine in teaching or suggesting each and every element of Claim 1. Neither Scherer nor Valeri teach or suggest "[a] pouch for packaging liquids for artificially inseminating animals, comprising two thermoplastics material films welded together by a weld delimiting a pouch along a closed path of generally rectangular shape defining two shorter sides and two longer sides when the pouch is empty, the weld providing a first one of the shorter sides comprising a first interruption, the first interruption defining a filler passage between said thermoplastics material films, the filler passage having a generally annular neck with an outer insertion flare, adapted to receive a first tube for inserting said liquids into said pouch, the filler passage being capable of being sealed by a weld extending across the first interruption to seal the pouch after insertion through said first tube of said liquids into the pouch, the second one of the shorter sides comprising a second interruption, the second interruption defining a drain passage between said thermoplastic material films, the drain passage having a generally annular neck with an outer insertion flare, adapted to receive a tube for removing liquids from the pouch, said drain passage being closed by a seal that extends across the second interruption and joins the two thermoplastic material films," as recited in Claim 1.

For the above reasons, Claim 1 defines patentable subject matter over Cassou, Christine, Scherer and Valeri, alone or in combination. Since claims 2-21 depend from Claim 1, they too define patentable subject matter over the cited art, alone or in combination. Withdrawal of all rejections based on combinations of Cassou and Christine, and these references in combination with either Scherer or Valeri is respectfully requested.

CONCLUSION

In light of the foregoing remarks, applicants respectfully submit that Claims 1-21 define patentable subject matter over the cited art, considered alone of in combination. An early allowance of all claims is respectfully requested.

Respectfully submitted,
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